

AGREEMENT FOR LICENSED ACCESS TO THE STEVE 2.0 SYSTEM

THIS AGREEMENT FOR LICENSED ACCESS TO THE STEVE 2.0 SYSTEM (this “Agreement”) is entered into as of this [] day of [] 20[] (the “Effective Date”) by and between the entity identified below (“Trading Partner”) and **THE NATIONAL ASSOCIATION FOR PUBLIC HEALTH STATISTICS AND INFORMATION SYSTEMS**, a non-stock District of Columbia corporation (“NAPHSIS”).

	<u>NAPHSIS</u>	<u>TRADING PARTNER</u>
<u>NAME</u>	NAPHSIS	[]
<u>STATE & COUNTRY ORGANIZED</u>	District of Columbia	[]
<u>PRIMARY OFFICE ADDRESS</u>	8705B Colesville Rd, #348 Silver Spring, MD 20910	[] []
<u>MAILING ADDRESS (if different)</u>	same as above	[]
<u>NOTICES SENT TO ATTENTION OF:</u>	Program Manager, Vital Statistics Improvement	[]
<u>PRIMARY CONTACT PERSON(S)</u>	<u>NAME</u>	Caprice Edwards
	<u>PHONE</u>	(301) 563-6009
	<u>EMAIL</u>	cedwards@naphsis.org
	<u>NAME</u>	Shae Sutton
	<u>PHONE</u>	(301) 768-4621
	<u>EMAIL</u>	ssutton@naphsis.org
<u>INITIAL TERM</u>	From the Effective Date until Expiration of the Inter-Jurisdictional Exchange Agreement between the parties (the “IJE Agreement”)	

NAPHSIS is a non-profit corporation formed to improve the stewardship of vital records and statistics. In furtherance of that mission, NAPHSIS owns and administers the State and Territorial Exchange of Vital Events System (the “STEVE System”), which enables jurisdiction vital records registration offices (each, a “JVRO”) to exchange certain birth, death, fetal death and induced termination of pregnancy data (“Vital Event Data”) for Approved Purposes using an approved file format and transmission protocol. This Agreement supplements the terms and conditions set forth in the IJE Agreement (collectively, this Agreement and the IJE Agreement are the “Trading Partner Agreements” between such parties).

Subject to the terms and conditions of this Agreement, Trading Partner wishes to obtain from NAPHSIS a limited license to access and use, solely for Approved Purposes, the STEVE 2.0 System. This Agreement includes the following signature page (the “Signature Page”), plus the attached: (a) **Exhibit A** –Terms and Conditions; and (b) **Exhibit B** – Fee Schedule. This Agreement may be executed in counterparts, all of which taken together shall constitute one single Agreement between the parties. The Agreement may be executed via facsimile, and a facsimile copy of either party's signature shall be deemed and be enforceable as an original thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the Effective Date.

**NATIONAL ASSOCIATION FOR PUBLIC HEALTH
STATISTICS AND INFORMATION SYSTEMS**

TRADING PARTNER

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

TERMS AND CONDITIONS

Please read these Terms and Conditions (the “T&Cs,” as referenced and incorporated within the Agreement) carefully before using the Steve 2.0 System (the “System”). By using the System, or any reports or information or data generated by or based upon the use of the System (“Data”), you acknowledge that: (A) you have read, understand and agree (on your own behalf and on behalf of such Trading Partner) to be bound by these T&Cs; and (B) you have the authority to agree to these T&Cs on behalf of the Trading Partner. If you do not agree with these T&Cs, then you may not access or use the System or its features, including any reports or Data. In consideration of the mutual benefits contained herein, NAPHSIS and Trading Partner agree as follows:

1. LICENSE; COMMITMENT; CREDENTIALING; TRANSITION; TRAINING; MANUALS.

1.1 SCOPE. Subject to and together with the terms and conditions of the Trading Partner Agreements, and in exchange for the timely payment of applicable fees, NAPHSIS grants Trading Partner a limited, non-exclusive, non-transferable, revocable license to do the following, solely for Approved Purposes (as defined in Section 1.3): (a) create a Trading Partner user account for the Services (the “User Account”); (b) while logged into the User Account, remotely access and use the System via a web user interface made available by NAPHSIS (or an alternative secure communication method then-approved by NAPHSIS in writing and available) to (i) send Vital Event Data to Credentialed JVROs and (ii) receive Vital Event Data from Credentialed JVROs; and (c) use received Vital Event Data internally solely for Approved Purposes (collectively, the “Services”).

1.2 COMMITMENT. During the Term of this Agreement, Trading Partner agrees to use the System to exchange Vital Event Data with other Credentialed JVROs in good faith and in full compliance with the terms and conditions of the Trading Partner Agreements, including by: (a) providing secure and uninterrupted internet connectivity to access the cloud-based STEVE 2.0 application; (b) configuring the STEVE 2.0 Transformation Module (“TM”) for the exchange of point-to-point communications with all other Credentialed JVROs, and allowing the communication of configuration settings to the STEVE 2.0 Controller Module (CM); (c) following recommended operations and maintenance, backup and recovery and system security control procedures according to jurisdictional information technology standards and the specifications provided by NAPHSIS in the *STEVE 2.0 User Manual*; and (d) maintaining and monitoring secure user access control with password protection for all authorized System mailbox users both within and external to Trading Partner, as authorized by the TM Administrator.

1.3 CREDENTIALING. “Credentialing” is a mandatory process by which NAPHSIS approves or disapproves a JVRO’s proposed access and use of the Services. A JVRO is deemed to be “Credentialed” if it is a signatory in good standing of the IJE Agreement and continues to meet NAPHSIS’ applicable minimum requirements. If Credentialed by NAPHSIS, Trading Partner shall: (i) use and access the Services solely to the extent to which Trading Partner has been Credentialed, in accordance with then-current System rules (“Approved Purposes”) and subject to the terms and conditions of the Trading Partner Agreements; (ii) ensure that Trading Partner continues to meet minimum requirements; and (iii) immediately notify NAPHSIS in writing in advance should any statutory or regulatory change actually or potentially impact the exchange of Vital Event Data. If NAPHSIS determines that any change(s) results in Trading Partner’s loss of Credentialed status, NAPHSIS will notify Trading Partner in writing. Loss of Credentialed status shall automatically suspend Trading Partner’s right to access and use the Services. Credentialing decisions

are in the sole and absolute discretion of NAPHSIS. Individual Credentialed JVROs may have their own credentialing requirements, based on local laws or regulations; hence, Credentialing by NAPHSIS does not necessarily entitle Trading Partner to send Vital Event Data and receive Vital Event Data from every Credentialed JVRO.

1.4 MANUALS. From and after the launch of the System, NAPHSIS will make available to Trading Partner an on-line version of the STEVE 2.0 User Manual and other guidelines needed for the use, configuration and maintenance of the System.

2. SUPPORT; REPORTING AND RESOLUTION OF GRIEVANCES BETWEEN JVROs.

2.1 SUPPORT. During the Term, except during periods of scheduled maintenance, unexpected downtime and force majeure, NAPHSIS will use its commercially reasonable efforts to provide Trading Partner with 24/7 access to the System, and help desk support on non-federal holidays, Monday through Friday, during normal Eastern Time business hours. Trading Partner agrees to: (a) report all operational or maintenance issues to the STEVE 2.0 Support Desk as soon as they are identified and work with Support Desk personnel and/or NAPHSIS staff to document the issue for resolution and reach a satisfactory resolution; and (b) report any issues not satisfactorily resolved with the Support Desk to NAPHSIS within three (3) business days. Without prior notice, NAPHSIS reserves the rights in its sole and absolute discretion to change, discontinue, or deprecate any or all aspects of the Services, or to change or remove features or functionality of the Services, from time to time.

2.2 GRIEVANCES. Trading Partner agrees to: (a) notify NAPHSIS within seven (7) business days of any grievance or suspected violation of exchange practices and principles by another Credential JVRO (a "Grievance"); (b) engage in good faith in any discussions and actions by NAPHSIS to resolve such Grievances; and (c) disavow any practice of temporarily or permanently blocking the exchange of Vital Event Data or other relevant information with another Credentialed JVRO with a pending Grievance. NAPHSIS reserves the right to terminate Trading Partner's right to access and use the System upon review of such Grievance(s) or violation(s).

3. AGREEMENT TERM & TERMINATION.

3.1 INITIAL TERM AND RENEWALS. Unless earlier terminated in accordance with this Section 3, the term of this Agreement shall: (a) commence on the Effective Date and continue for the initial term set forth in the IJE Agreement (the "Initial Term"); and (b) automatically renew for successive one year periods, unless either party provides written notice of non-renewal no less than 60 days prior to the end of the then-current term. The Initial Term and any renewal(s) thereof are collectively referred to as the "Term."

3.2 TERMINATION. Either party may terminate this Agreement if the other party fails to cure a material breach within 30 days after receipt of written notice thereof. Without limiting the generality of the foregoing, any change which results in loss of Credentialed status constitutes a material breach. In addition, either party may terminate this Agreement without cause by providing at least 60 days' written notice thereof, and NAPHSIS may immediately terminate this Agreement without notice if Trading Partner loses its Credentialed status. NAPHSIS will have no liability for such termination. In the event either party becomes liquidated, dissolved, bankrupt or insolvent, whether voluntarily or involuntarily, or shall take any action so declared, the other party shall have the right to terminate this Agreement immediately. Except as set forth in Sections 3, 4 (solely with respect to fees arising before termination and related expenses) and Sections 5 through 10, which shall survive termination, upon termination of this

Agreement, all rights and duties of the parties under this Agreement shall expire. Immediately upon termination, Trading Partner shall pay any and all fees to NAPHSIS.

3.3 COOPERATION. Upon termination of this Agreement, Trading Partner will, at Trading Partner's sole expense, cooperate in good faith with NAPHSIS to terminate Trading Partner's access to the System, including by immediately: (a) discontinuing use of the System and any and all related components, including software; and (b) removing and destroying any and all System software installed on any computer owned or controlled by Trading Partner, and all Confidential Information, and confirm such removal and destruction in a signed writing delivered to NAPHSIS.

4. FEES AND PAYMENTS.

4.1 FEES. Within 30 days after receipt of an invoice from NAPHSIS, Trading Partner shall pay applicable development, support and use fees for Services as described in **Exhibit B**. Payment shall be made in immediately available funds, in U.S. dollars, without any right of set-off or deduction.

4.2 LATE PAYMENTS. Any payment not made when due shall accrue late payment fees at the rate of 1.5% per month or the highest amount allowable by law, whichever is lower, such interest to accrue on a daily basis after as well as before any judgment relating to collection of the amount due. Late fees shall not constitute an election of, or NAPHSIS' exclusive, remedy. Failure to pay fees when due shall entitle NAPHSIS to terminate this Agreement upon notice to Trading Partner pursuant to Section 3.2. Trading Partner agrees to pay any and all legal fees, collection fees and other expenses incurred by NAPHSIS to enforce the Trading Partner Agreements, or otherwise due to Trading Partner's failure to pay any amounts due under this Agreement.

4.3 TAXES. All fees are exclusive of local, state, federal and international sales, value added, excise, withholding and other taxes and duties of any kind. Trading Partner is responsible for, and agrees to pay, any and all taxes and duties arising out of or in connection with this Agreement, other than taxes levied or imposed upon NAPHSIS' net income. If NAPHSIS has the legal obligation to pay or collect any taxes as described above, Trading Partner shall pay such amounts directly to NAPHSIS in advance or reimburse NAPHSIS for amounts paid.

5. CONDITIONS OF USE AND OTHER LIMITATIONS.

5.1 GENERAL CONDITIONS. Trading Partner shall not use any Vital Event Data or any other aspect of the Services: (a) for any purpose or in any manner which violates the Trading Partner Agreements; (b) for any purpose or in any manner which violates applicable local, state, national or international laws or regulations; (c) in a way that infringes, misappropriates or otherwise violates the privacy, copyright, patent, trade secret, trademark or other intellectual property, proprietary or personal rights of NAPHSIS or any third party; (d) for any spamming, chain letters or other use that may be disruptive; (e) in violation of any regulation, policy or procedure of any network through which the Services may be accessed or used; (f) to access or attempt to access any software, content or account for which Trading Partner has no access authorization, or to duplicate, modify, distribute or display any content from any such account; or (g) to store, retrieve, transmit or view any content that contains any illegal images, materials or information, any harassing, libelous, abusive, threatening or harmful material of any kind or nature, any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, any code or

material that violates the intellectual property rights of others, or any viruses, worms, "Trojan horses" or any other similar contaminating or destructive features.

5.2 LIMITATIONS ON USE OF SERVICE AND VITAL EVENT DATA. Except to the extent expressly permitted in a separate, signed agreement with NAPHSIS, Trading Partner may not use the Services or any Vital Event Data or any information obtained therefrom for any purpose except as expressly permitted in this Agreement. Without limiting the generality of the foregoing limitation, Trading Partner will not, and will not allow others to: (a) copy or modify the Services or any Vital Event Data or any part(s) thereof; (b) reverse engineer, decompile, disassemble, derive the source code of, create derivative works from or otherwise exploit the Service or any Vital Event Data (except to the extent that such restriction is expressly prohibited by applicable law); (c) sell, lease, rent, lend, share, release, license, sublicense, distribute, pledge, make available, aggregate or charge any other organization or person for use of or access to the Services or any Vital Event Data, whether directly or indirectly; (d) use the Service or any Vital Event Data to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment; (e) remove, modify or obscure any copyright, trademark or other proprietary rights notices which appear in or on the Services or any Vital Event Data; (f) permit third party access, or take actions which result in access, or attempts to access, the Services or any Vital Event Data from more than one computer at any one time; or (g) distribute or share any user name or password with anyone.

5.3 ACCESS SECURITY. Trading Partner: (a) represents and warrants that Trading Partner has substantial experience in maintaining the confidentiality, security and appropriate use of data at least as sensitive as Vital Event Data; and (b) agrees at all times (i) to have and maintain systems, facilities, control policies, procedures and security provisions to ensure compliance with this Agreement, and to protect the System, including any and all related data and Vital Event Data delivered to Trading Partner, and all Credentialed JVRO systems and data, from being visible, searchable, harvestable, or in any way discoverable via the Internet, including via the World Wide Web and (ii) that such systems, facilities, control policies, procedures and provisions meet minimum industry standards and standards required by applicable laws with respect to personally identifiable information. NAPHSIS may use automated procedures and other means to detect violations of this Agreement, and may immediately disable and/or terminate offending users. NAPHSIS is not responsible for interruptions that may result from any such disabling or termination. Trading Partner acknowledges that any successful attempt by any person to gain unauthorized access to or use of the System, including any and all related data and Vital Event Data, from Trading Partner may result in immediate termination of this Agreement. All associated security and compliance costs will be borne by Trading Partner.

5.4 UNAUTHORIZED ACCESS. If Trading Partner experiences, identifies or is informed of actual or suspected unauthorized use of or access to any of its facilities or systems which may involve or relate to Vital Event Data or any other Services or any Confidential Information (an "Incident"), Trading Partner will at its own cost and expense: (a) immediately notify the Contact Persons for NAPHSIS via telephone and e-mail; (b) immediately investigate the Incident; (c) promptly provide to NAPHSIS in writing all initial information known about the Incident, the Services and/or Confidential Information affected, and the steps taken by Trading Partner to prevent the recurrence of such breach and to mitigate the risk to NAPHSIS and all Credentialed JVROs; (d) provide NAPHSIS with prompt and thorough updates; and (e) fully cooperate with NAPHSIS' handling of such matter, including any investigation, reporting and other obligations required by applicable law or regulation.

5.5 AUDIT OBLIGATIONS. During the Term and for a three year period thereafter, to ensure compliance with this Agreement (including access security and verification that Vital Event Data are being conducted solely for Approved Purposes), on at least 15 days' prior written notice, Trading Partner shall cooperate and participate in good faith with periodic and unscheduled audits or examinations during regular business hours of Trading Partner's books, records, systems, facilities, and procedures related to safeguarding, accessing and using the Services, including Vital Event Data generated by the System on behalf of Trading Partner. For use in any audit or examination conducted by or on behalf of NAPHSIS, Trading Partner must generate, maintain and disclose to NAPHSIS: (a) a unique number for each individual exchange of Vital Event Data (which complies with NAPHSIS length requirements); and (b) a list of all employees (and all individuals working for contractors or subcontractors permitted by NAPHSIS in accordance with Section 10.2) who accessed the Services on behalf of Trading Partner. Failure to cooperate with any NAPHSIS audit or examination may result in immediate termination of this Agreement.

6. PROPRIETARY RIGHTS; AUTHORITY.

6.1 Ownership. All title, ownership, and intellectual property rights in and to the Services, and any other materials used in connection with the Trading Partner Agreements and any work product created as part of the Trading Partner Agreements (including any changes made at Trading Partner's suggestion) and any related documentation, including any copyrights, patents, trade secrets, computer code, programs, inventions, discoveries, know-how, methods, processes, designs, algorithms, formulae, patterns, and compilations, are owned by NAPHSIS or its licensors, and nothing in this Agreement should be construed as transferring any aspects of such rights to Trading Partner or any third party. NAPHSIS reserves any and all rights not expressly granted herein. If Trading Partner provides any oral or written comments or reports to NAPHSIS: (a) the content of all such "Feedback", including information, corrections, ideas and concepts, is the property of NAPHSIS, and Trading Partner agrees to assign any copyright and other such rights therein to NAPHSIS, without any accounting or payment to Trading Partner; and (b) NAPHSIS may use the Feedback in any way, including by incorporating Feedback into the Service, support or one or more other products.

6.2 Authority. Trading Partner represents, warrants and covenants that: (a) Trading Partner has and will maintain the right to enter into and perform this Agreement without the further consent of any third party; (b) neither Trading Partner's entry into this Agreement nor Trading Partner's or NAPHSIS' performance hereunder will conflict with any other contractual or other obligation which Trading Partner may have to any other party; and (c) any information which Trading Partner may provide to NAPHSIS is true, accurate and complete, to the best of its knowledge.

7. Disclaimer. While NAPHSIS endeavors in good faith for the System to exchange accurate and reliable Vital Event Data, Trading Partner acknowledges that: (a) Vital Event Data is based solely on data made available by Credentialed JVROs, which data and offices are not within the control of NAPHSIS; (b) material discrepancies in Vital Event Data may exist and NAPHSIS cannot guarantee the accuracy of any Vital Event Data or any Credentialed JVRO on which data is based; (c) Vital Event Data is not intended to replace, or act as a substitute for, thorough due diligence; (d) NAPHSIS does not have control over and cannot guarantee any Credentialed JVRO's security, reliability, accuracy, features, fees or other services or information at any given moment in time; (e) Trading Partner uses the Services at its own risk; (f) NAPHSIS assumes no responsibility for errors or omissions in any Vital Event Data; and (g) NAPHSIS reserves the right at any time to modify, suspend or discontinue the Service, or any part thereof, with or without notice. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, NAPHSIS MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SERVICES OR ANY VITAL EVENT DATA, SUPPORT OR ANY OTHER WORK PRODUCT OR SERVICES PROVIDED UNDER**

OR IN CONNECTION WITH THIS AGREEMENT, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. NAPHSIS EXPRESSLY DISCLAIMS, AND TRADING PARTNER EXPRESSLY WAIVES, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND ACCURACY OF INFORMATIONAL CONTENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NAPHSIS DOES NOT WARRANT RESULTS OR WARRANT THAT THE SERVICES OR ANY VITAL EVENT DATA, SUPPORT, WORK PRODUCT OR SERVICES WILL BE FREE FROM ERRORS, DEFECTS OR BUGS, OR THAT SUCH WILL NOT INTERFERE WITH OR DISRUPT ANY SECURITY SYSTEM, NETWORK, SOFTWARE OR SYSTEM.

8. LIMITATION OF LIABILITY; INDEMNIFICATION. NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER NAPHSIS NOR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, SUPPLIERS, AGENTS OR REPRESENTATIVES, SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO THE SERVICES OR ANY VITAL EVENT DATA OR OTHER SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF NAPHSIS OR SUCH AFFILIATE OR OTHER PERSON OR ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING FOR ANY: (A) ERRORS OR OMISSIONS IN THE SERVICES, INCLUDING ANY VITAL EVENT DATA; (B) DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST REVENUES, LOST PROFIT, LOST DATA OR LOST SAVINGS (WHETHER RESULTING FROM IMPAIRED OR LOST DATA, INACCURATE VITAL EVENT DATA, SOFTWARE OR COMPUTER FAILURE, OR ANY OTHER CAUSE); (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (D) INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA, OR BUSINESS INTERRUPTION, OR OTHER LOSS ARISING FROM THE SERVICES OR ANY VITAL EVENT DATA, SUPPORT OR OTHER SERVICES; OR (D) MATTER BEYOND ITS REASONABLE CONTROL. TRADING PARTNER AGREES THAT THIS SECTION 8 REPRESENTS A REASONABLE ALLOCATION OF RISK AND ACKNOWLEDGES THAT NAPHSIS WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION. Trading Partner agrees to defend, indemnify and hold harmless NAPHSIS and its affiliates, and their respective officers, directors, employees and agents, from any claims, losses, liability costs and expenses (including attorneys' fees) arising from Trading Partner's, or any of Trading Partner's employees' (or any of Trading Partner's approved contractors' or subcontractors'): (a) use of the System or other Services; or (b) breach or violation of this Agreement, state or federal laws or regulations, or any third party rights, including claims of copyright infringement, defamation, harassment, invasion of privacy or fraud.

9. CONFIDENTIALITY. "Confidential Information" means any and all non-public technical, business or proprietary information disclosed or made available by NAPHSIS to Trading Partner, directly or indirectly, in connection with this Agreement, including, information regarding NAPHSIS's business strategies and practices, methodologies, trade secrets, know-how, pricing, technology, software, product plans, services, relationships with any third party, client lists, and information regarding NAPHSIS's employees, clients, vendors, consultants and affiliates. Without limiting the generality of the foregoing, Data disclosed to the Trading Partner under this Agreement is confidential to NAPHSIS. Trading Partner will: (a) treat as confidential all Confidential Information; (b) not use such Confidential Information except as expressly set forth in this Agreement or otherwise authorized in writing; (c) implement reasonable procedures to prohibit the unauthorized use, disclosure, duplication, misuse or removal of Confidential Information; and (d) not disclose such Confidential Information to any third party, except as may be necessary and required in connection with Trading Partner's rights and obligations under this Agreement, and applicable federal and state laws, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, Trading Partner will use at least the same procedures and degree of care which Trading Partner use to prevent the disclosure of Trading Partner's own confidential information of like importance to prevent the disclosure of Confidential Information disclosed by NAPHSIS, but in no event less than reasonable care. Except as expressly authorized in this Agreement, Trading Partner will not copy Confidential Information without NAPHSIS's prior written consent. If Trading Partner breaches any of Trading Partner's obligations with respect to confidentiality and/or unauthorized use or disclosure

of Confidential Information hereunder, NAPHSIS is entitled to seek equitable relief, in addition to any other legal remedies, to protect its interests, including injunctive relief. NAPHSIS may use Trading Partner's name and logo in NAPHSIS' public Trading Partner listings and marketing materials, subject to Trading Partner's review and written approval.

10. MISCELLANEOUS.

10.1 Interpretation. Headings used in this Agreement are for convenience only and shall not be considered in construing this Agreement. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law; in its modified form, such provision shall then be enforceable and enforced. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. To the extent permitted by applicable law, no action, regardless of form, arising from or related to this Agreement may be brought by Trading Partner more than one year after the cause of action has accrued. NAPHSIS shall not be liable for any failure related to the unavailability of communications facilities or energy sources, acts of God, Trading Partner's acts, acts of governmental authority, fires, strikes, delays in transportation, riots, terrorism, war, or any other causes beyond NAPHSIS's reasonable control.

10.2 Assignment. Subject to the following, all of the terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and any permitted assigns of the parties. Trading Partner shall not assign or delegate this Agreement or any of its rights or obligations hereunder (whether by operation of law or otherwise) without NAPHSIS' prior written consent. Any attempt by Trading Partner to assign this Agreement (or delegate any right hereunder) without NAPHSIS' prior written consent shall be null and void. There are no intended third party beneficiaries of this Agreement.

10.3 Governing Law; Dispute Resolution. This Agreement shall be governed in all respects (without regard to any conflict of laws provisions) by the laws of the United States of America and the State of Maryland as such laws are applied to agreements entered into and to be performed entirely within the State of Maryland between residents of Maryland. The parties agree to meet and confer in good faith (including by telephone) to resolve any claims or disputes, whether based on contract, tort or other legal theory (including any claim of fraud or misrepresentation), arising out of or relating to this Agreement, including the interpretation, performance, breach or termination thereof. Any such claims or disputes that remain unresolved shall be exclusively brought and resolved either in the Circuit Court for Montgomery County, Maryland, or the United States District Court for Maryland, and all applicable appellate courts. The parties expressly consent to the exclusive jurisdiction and venue of such courts. Notwithstanding the foregoing, either party may enforce any judgment rendered by such courts in any court of competent jurisdiction.

10.4 Consent and Notices. Unless otherwise expressly indicated, any consent or authorization required under this Agreement shall be at the sole discretion of the party from whom such consent is required. Notice shall be deemed received by a party, and shall be effective, on the day received. All dispute notices permitted or required under this Agreement shall be in writing and delivered by recognized postal or courier services which provide delivery confirmation to the other party's resident agent, or such other address as the parties may subsequently provide in writing on the first page of this

Agreement. All other notices may be sent by email with notice deemed given upon acknowledgement of receipt by a reply email. Trading Partner shall provide NAPHSIS with written notice of any change in the primary contact person for Trading Partner.

10.5 U.S. Government Restricted Rights. In the event that Trading Partner is a US. Government agency, the Trading Partner shall notify NAPHSIS in writing for the purposes of negotiating a mutually agreeable amendment hereto which complies with applicable government acquisition regulations.

10.6 Entire Agreement. The Trading Partner Agreements comprise the entire agreement between the parties regarding the subject matter hereof and supersede and merge all prior and contemporaneous proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may be amended or modified only in a dated writing executed by duly authorized representatives of both parties. Any of Trading Partner's documents, whether signed or unsigned, including purchase orders, shall not be given any effect which is inconsistent with this Agreement unless such provision is specifically referred to and waived by NAPHSIS in writing. A party's acceptance of any such document shall not be construed as an acceptance of provisions which are in any way in conflict or inconsistent with, or in addition to, the Trading Partner Agreements, unless such terms are separately and specifically accepted in writing by an authorized officer of each of the parties.

EXHIBIT B

FEE SCHEDULE

1. **Annual Use & Support Fee.** For each year of the Term after the initial year, Trading Partner shall pay NAPHSIS a fee for use and support of the System (the "Annual Fee"). The amount of the Annual Fee shall be determined by the NAPHSIS Board of Directors and published to JVROs; when setting the Annual Fee, the NAPHSIS Board of Directors will take into consideration such factors as: (a) ongoing or incurred enhancement costs; and (b) the availability of external funding sources to support the System. Trading Partner hereby agrees to the determination of such Annual Fee amount as shall be made by the NAPHSIS Board of Directors and Trading Partner shall pay such Annual Fee on or before the first day of an applicable year of the Term.
2. **Invoicing.** NAPHSIS will issue invoices to Trading Partner by email. Invoices will be emailed to the contact person identified on the Signature Page. Trading Partner must timely notify NAPHSIS of any changes to contact information.
3. **Payments.** Invoices for Annual Fees are due and payable within sixty (60) days of receipt. Preferred methods of payment are electronic funds transfer (EFT) and check. Payments should be sent to the Attention of the Office Manager at the NAPHSIS mailing address identified on the Signature Page.
4. **Inquiries.** For questions concerning invoicing or payment processing, please contact a NAPHSIS contact person identified on the Signature Page, or such other person later designated by NAPHSIS.